

St. Louis City Ordinance 62488

FLOOR SUBSTITUTE

BOARD BILL NO. [91] 268

INTRODUCED BY ALDERMAN JOANNE WAYNE

An Ordinance recommended and approved by the Airport Commission and the Board of Public Service authorizing and directing the Mayor and the Comptroller to execute and deliver to the Norfolk and Western Railway Company (Railway Company) an easement for the construction of drainage improvements on property located in the Northeast corner of Lambert St. Louis International Airport as herein described in and under the terms and conditions set forth in SECTION ONE of this Ordinance; and containing an emergency clause.

WHEREAS, the Railway Company owns railroad tracks adjacent to Lambert St. Louis International Airport; and WHEREAS, the Railway Company is desirous of expanding and improving such tracks; and WHEREAS, said railroad tracks provide service and are necessary to a number of businesses in the Airport vicinity; and WHEREAS, it is necessary to convey the said easement to accommodate the drainage associated with the aforementioned expansion and improvements;

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and the Comptroller of the City of St. Louis are hereby authorized and directed to execute and deliver an easement to the Norfolk and Western Railway Company for the purpose of constructing drainage improvements on property owned by the City of St. Louis and located in the Northeast corner of Lambert St. Louis International Airport, said Easement Agreement shall read in words and figures as follows:

EASEMENT AGREEMENT

The City of St. Louis, a municipal corporation of the State of Missouri (hereinafter referred to as "City");, acting through its Mayor and Comptroller in consideration of the mutual agreements set forth herein, and the payment of fifty (50) cents per square foot, hereby grants to the Norfolk and Western Railway Company, a corporation of the State of Virginia (herein referred to as "the Railroad") a drainage easement described as follows:

All that tract or strip of land situate, lying and being in Lot 28 of the Hazelwood Farm near the northeast corner of Lambert St. Louis Municipal Airport, located in Township 47 North, Range 6 East, St. Louis County, State of Missouri, and being more particularly described as follows, to wit: To find the point of beginning, commence at the intersection of the north line of the Wabash Railroad Company right of way, 100 feet wide, with the centerline of Eva Avenue, 40 feet wide, then go North 7 degrees 14 minutes 39 seconds East along said centerline for a distance of 961.29 feet to a point, then go South 82 degrees 32 minutes 21 seconds East for a distance of 124.96 feet, then continue South 82 degrees 32 minutes 21 seconds East for a distance of 869.87 feet to a point, then go South 0 degrees 21 minutes 9 seconds West for a distance of 579.41 feet to the true point of beginning; thence, South 0 degrees 21 minutes 9 seconds West for a distance of 210.00 feet to the northerly right of way line of said railroad; thence, North 86 degrees 33 minutes 46 seconds West along said right of way for a distance of 200.70 feet to a point of curvature; thence, along an arc of a curve to the right along said right of way for a distance of 517.80 feet, said arc having a chord bearing North 65 degrees 51 minutes 47 seconds West, length of 506.61 feet and radius of 716.78 feet; thence, departing said right of way North 44 degrees 49 minutes 55 seconds East for a distance of 125.00 feet to a point; thence, South 61 degrees 55 minutes 19 seconds East for a distance of 171.00 feet to a point of curvature; thence, along an arc of a curve to the left for a distance of 331.66 feet, said arc having a chord bearing South 82 degrees 36 minutes 35 seconds East, length of 324.50 feet and a radius of 459.28 feet; thence, North 76 degrees 42 minutes 09 seconds East for a distance of 105.98 feet to the true point of beginning. Said tract or strip of land containing 104,932 square feet.

Under the following terms and conditions:

1. Use. The Railroad may use this easement only for the construction and maintenance of drainage facilities necessary to serve the adjacent Motorville Yard.
2. Indemnification. Railroad shall protect, defend, and hold the City, its Board of Aldermen, Airport Commission, officers, agents, and employees (hereinafter collectively referred to as "City") completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever (a) arising out of or incident to this agreement, and (b) arising out of or incident to the use or occupancy of the easement premises by Railroad, its officers,

agents, employees, contractors, subcontractors, licensees, or invitees, unless such injury, death, or damage is caused by the sole negligence of City. The provisions of this section shall survive the expiration of early termination of this agreement.

3. Construction. Before construction shall commence, Railroad shall have all plans approved in writing from the Federal Aviation Authority, the Federal Department of Energy and the Lambert St. Louis International Airport Assistant Director, Planning and Engineering. Such written documentation shall be delivered to the Director of Airports.

4. Easement Conflicts. It shall be the responsibility of the Railroad to satisfy prior to and during construction any conflicts which might exist between the easement rights granted herein and those of others. In any case the indemnification and save harmless provisions of 2. above shall apply. Any cost to cure such conflicts shall be the total responsibility of the Railroad.

5. Term. The term of this Easement Agreement shall begin on the ____ day of _____, 199_, and shall end only if and when and to the extent the Railroad abandons its facilities within or adjacent to the Easement.

6. Access. Railroad has the right of free access to the easement for its employees and agents, contractors and its or their subcontractors. Railroad will use due diligence to protect airport navigational facilities from damage and will give the City reasonable notice of its need to enter the easement for maintenance purposes.

7. Right Limited. No rights, except those specifically set out in this Agreement are granted to the Railroad. Executed by Norfolk and Western Railway Company and the City of St. Louis on the dates set forth below.

NORFOLK AND WESTERN RAILWAY COMPANY

ATTEST _____
Title Date

Secretary Date

THE CITY OF ST. LOUIS

Mayor, Date

City of St. Louis

APPROVED AS TO FORM COUNTERSIGNED

City Counselor Date Comptroller Date
City of St. Louis

Register Date
City of St. Louis

ACKNOWLEDGMENT

STATE OF VIRGINIA)

COUNTY OF) ss. On this _____ day of _____,
199__, before me appeared
_____, to me personally known, who by me duly
sworn, did say that he is the _____ of Norfolk and
Western Railway Company, a Corporation of the State of Virginia, and that the
seal affixed to the foregoing instrument is the corporate seal of said corporation
and that said instrument was signed and sealed in behalf of said corporation, by
authority of its Board of Directors; and he acknowledged said instrument to be
the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal in the County and State aforesaid, the day and year first above
written.

Notary Public

My term expires:

ACKNOWLEDGMENT

STATE OF MISSOURI)

CITY OF ST. LOUIS) ss. On this _____ day of _____, 19__,
before me _____, a Notary Public
in and for said City and State, appeared Vincent C. Schoemehl, and Virvus
Jones, to be personally known, who, being by me duly sworn did state that they
are the Mayor and Comptroller respectively, of The City of St. Louis, Missouri,

a corporate and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City of St. Louis, Missouri and that the said instrument was signed and sealed on behalf of the said City by authority of Ordinance _____ of said City, and said officers acknowledged said instruments to represent the free act and deed of said City of St. Louis, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

SEAL

My Commission Expires: _____

SECTION TWO. This being an Ordinance providing for a public improvement, it is hereby declared to be an emergency measure as defined in Article IV, Section 20, of the City Charter and shall become effective immediately upon its approval by the Mayor of the City of St. Louis.

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
11/22/91	11/22/91	T&C		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
12/13/91			12/17/91	12/20/91
ORDINANCE	VETOED		VETO OVR	
62488				